

NATIONAL RAILROAD ADJUSTMENT BOARD

Third Division

Lloyd K. Garrison, Referee

PARTIES TO DISPUTE:

ORDER OF SLEEPING CAR CONDUCTORS

THE PULLMAN COMPANY

DISPUTE.—

"Conductor L. M. Blandford, St. Louis District, working extra in the month of January 1933 claims pay at the hourly rate for the following service:

"3 hours station duty, January 17th.

"2½ hours deadheading on pass, January 23rd.

"The original grievance contained other claims, but, owing to some misunderstanding with respect to what was covered by payments already received, these other claims were eliminated."

FINDINGS.—The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The Carrier and the employe involved in this dispute are, respectively, carrier and employe within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

The parties to said dispute were given due notice of hearing thereon.

The case being deadlocked, Lloyd K. Garrison, Referee, was called in to sit with the Division as a member thereof.

There is in evidence the Pullman Company Rules Governing Working Conditions for Conductors effective December 16, 1923, and Mediation Agreement of March 1st, 1928.

The service performed was as follows:

	Carrier		Employes claim pay
	Paid	Credited	
1-22-33 Left St. Louis in line 2490 at 8:00 A. M.			
1-23-33 Arr. New York in line 2490 at 9:15 A. M.	2½ days...	20½ hrs...	2½ days.
1-23-33 Left New York—deadhead on pass 9:30 P. M.			2½ hours.
1-24-33 Arr. St. Louis—deadhead on pass 7:40 P. M.	1 day.....	16 hrs.....	8 hours.
	3½ days...		3½ days plus 2½ hrs.

Elapsed time (8 A. M. 1-22 to 7:40 P. M. 1-24) 59 hrs. 40 mins.

On the basis of the principles already established in Docket PC-105, Award No. 259 of this Division, the claim should be sustained, subject, however, to the elimination of the claim for station duty, which has been paid. The record indicates at one place that the carrier credited the conductor with 2½ hours for the deadhead movement on the 23rd and for 8 hours (instead of 16) on the 24th. Elsewhere the record indicates that the crediting was as shown above. In any event, however, the employe should be paid for 2½ hours deadheading on the 23rd and for 8 hours on the 24th. These deadhead movements were entirely separate from the St. Louis to New York trip in line, for which 2½ days' payment was allowed on the day's service basis under Rule 3. That payment comprehended the St. Louis to New York trip

and nothing more. The conductor was not overpaid for that trip, the elapsed time on the hourly basis being a fraction over $2\frac{1}{2}$ days. When he began deadheading from New York on the evening of the 23rd, he should have been paid for it. He was not paid for it, solely on the ground that the deadheading began on the same day on which his road service (for which he was separately paid) ended. There is no warrant in the Rules for lumping these two items of service together and paying for only one of them. The conductor was paid for his deadhead service on the 24th and should have been paid for his deadhead service on the 23rd.

AWARD

Claim sustained, to the extent of the claim for $2\frac{1}{2}$ hours deadheading on pass, January 23rd.

By order of Third Division:

NATIONAL RAILROAD ADJUSTMENT BOARD.

Attest:

H. A. JOHNSON, *Secretary*.

Dated at Chicago, Illinois, this 9th day of May 1936.